

HEAD COACH

PERSONNEL POLICIES FOR STAFF MEMBERS

Employment Contract

This Employment Contract is entered into on **December 15, 2001** by and between the Regents of the University of California (hereinafter "University" or "management") and **JEFF TEDFORD** pursuant to Personnel Policies for Staff Members (PPSM) Policy 3 (Contract Position). This Employment Contract and Contract Addendum (collectively "the Contract") sets forth the terms and conditions of employment concerning the contract appointment of **JEFF TEDFORD** (hereinafter "Coach").

WHEREAS, Intercollegiate Athletics, Club Sports, and Recreational Sports report to the Executive Director of Intercollegiate Athletics and Recreational Sports (hereinafter Athletics Director), and

WHEREAS, University desires to hire Coach and Coach desires to be employed by University, and

WHEREAS, University has as its primary goal education and is desirous of hiring Coach to enhance its educative purpose and to further academic and athletic excellence,

NOW, THEREFORE, Coach and University hereby agree as follows:

WITNESSETH:

That for and in consideration of the mutual promises of the parties hereto, as hereinafter set forth,

1. The University agrees to and hereby does employ Coach as **Head Coach** of **FOOTBALL** at the Berkeley campus of the University of California, under the terms and conditions hereinafter set forth.
2. Coach agrees to and hereby does accept employment in the hereinabove-specified position and agrees faithfully and diligently to devote full effort to the performance of the duties in said position and as required by the Athletics Director.
3. **DURATION**. This appointment is to have a definite term as set forth in the Contract Addendum. The appointment will terminate automatically on the termination date unless, prior to the termination date, the appointment is extended. Should the Employment Contract be extended consistent with this paragraph, it will be terminated automatically upon the expiration date of the extension. In addition, this appointment or any extension thereof, may be terminated in accordance with paragraphs 8, 9, 10, or 11 of this Employment Contract. Termination under this or paragraph 8, 9, 10, or 11 of this Employment Contract is not reviewable under PPSM Policy 70, Complaint Resolution.

This Employment Contract may be renewed or reviewed upon mutual agreement of the parties.

Coach understands and agrees that if this Employment Contract is terminated under paragraph 8, 9, 10, or 11 of this Employment Contract, Coach is not entitled to either a Skelly hearing (that is, notice and an opportunity to be heard) prior to being removed from the position of Coach or a post-removal hearing to test whether Coach was removed consistent with the provisions of this Employment Contract. Further, by entering into this agreement, Coach voluntarily waives Coach's rights to these processes in exchange for the bargained for consideration contained in paragraph 4 of this Employment Contract and in the Contract Addendum if this Employment Contract is terminated pursuant to paragraph 8, 9, 10, or 11 of this Employment Contract. In addition to the foregoing, and in exchange for the consideration set forth herein, Coach further voluntarily waives any other due process rights to which he may be entitled if he is terminated pursuant to any provision of this agreement.

4. **COMPENSATION AND BENEFITS**. This **Head Coach** of **FOOTBALL** position is assigned to title code 0786 which is in the Managers and Senior Professionals group in the PPSM Program.

(a) **COMPENSATION AND HOURS OF WORK**

Unless sooner terminated as set forth above, the annual base salary for this position shall be that which is defined in the Contract Addendum and payable in substantially equal monthly installments during the term of the Employment Contract. Payments shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable laws and regulations. If, in any twelve-month period the base salary exceeds the level authorized by the Regents, it will be subject to Regental approval. Changes in compensation shall be only by contract revision or adjustments of salary pursuant to paragraph 6 or paragraph 8 of this Employment Contract.

Coach will work the amount of time necessary to satisfactorily perform the assigned duties.

(b) **VACATION LEAVE**

Coach shall be entitled to vacation leave as defined in the Contract Addendum. The leave shall be taken at a time or times agreed upon between Coach and the Athletics Director.

(c) **OTHER LEAVES**

Coach shall be entitled to sick leave for absence due to illness as defined in the Contract Addendum. In addition to leaves provided by law, the Athletics Director may grant leave to Coach with or without pay for other reasons, including illness.

(d) **HEALTH & WELFARE BENEFITS**

Coach shall participate in the University's Health and Welfare benefits subject to the eligibility requirements of the University of California Benefit Program Group Insurance Regulations. Coach shall participate in the University of California Retirement Plan subject to the Standing Orders of the Regents of the University of California governing retirement. Should any Group Insurance Regulation or Standing Order of the Regents change during the term of this Employment Contract, Coach's coverage will be changed accordingly.

5. **APPLICATION OF PERSONNEL POLICIES FOR STAFF MEMBERS**

Personnel Policies listed below and annexed hereto are incorporated into this Employment Contract:

PPSM Policy 1	General Provisions
PPSM Policy 3	Contract Position (definition only)
PPSM Policy 12	Nondiscrimination in Employment
PPSM Policy 45	Military Leave
PPSM Policy 70	Complaint Resolution (discrimination complaints only)
PPSM Policy 80	Staff Personnel Records

No other PPSM Personnel Policies shall apply.

6. In the performance of his duties, Coach shall be directly responsible to and under the supervision of the Executive Associate Athletics Director – Revenue Sports at the Berkeley Campus of the University of California. Without limitation of the foregoing, Coach, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position as an instructor of students. The parties agree that, although this Employment Contract is sports-related, the primary purpose of the University and this Employment Contract is educative. Thus, the educative purposes of the University shall have priority in the various provisions of this Employment Contract. Coach will follow all applicable University of California and Berkeley campus policies and procedures. Coach shall not, either directly, or indirectly, breach or countenance the breach by any player or coach subject to his control or supervision of any of the rules and standards of the Pacific-10 Conference, the National Collegiate Athletic Association (NCAA), youth, collegiate, and master's

amateur athletics as well as other associations or agencies to which the Berkeley campus of the University of California adheres. Breach of said rules and standards, whether willful or through negligence, may be subject to penalties including, but not limited to, public or private reprimand, monetary fines, adjustments in compensation, suspension with or without pay, or termination, as determined by the Chancellor following consultation and review with the Vice Chancellor for Business and Administrative Services and the Athletics Director. Actions taken under this paragraph are not reviewable under PPSM Policy 70, Complaint Resolution. With respect to any actions taken pursuant to this paragraph, Coach expressly waives any and all due process rights he may have, including those referred to in paragraph 3 of this Employment Contract. The provision of this paragraph shall be without prejudice to any right the University may have under paragraph 8 of this Employment Contract.

7. Coach shall receive annually prior written approval from the Chancellor for all athletically related income and benefits from sources outside the University. Coach shall annually report in writing all such athletically related income from sources outside the University (including, but not limited to, income from annuities; sport camps; housing benefits; and television and radio programs) through the Athletics Director to the Chancellor. Coach shall make no public appearance, either in person or by means of radio or television, or willingly allow the use of his name in connection with his relationship to the University of California when any such appearance or use of name will result in unfavorable reflection upon the University of California. Coach will neither participate in, nor allow his name to be used in connection with any commercial activity wherein Coach will receive remuneration for such participation or use unless Coach first shall have received written consent therefore from the Chancellor. "Commercial activity," as used herein, shall include any appearance by Coach, either in person or on radio or television, or the preparation by him of any news story or article for publication by any newspaper or periodical. Coach is expressly prohibited from entering into endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers. If such contracts are determined to be desirable by the University, at its sole discretion, the University may decide to execute such contracts.

TERMINATION

8. Violation by Coach of the provisions hereinabove stated, violation of NCAA regulations, misconduct or failure to maintain appropriate standards of performance, shall constitute a breach of this Employment Contract and upon such breach the University may, at its discretion, administer disciplinary or corrective action or terminate this Employment Contract.
9. In the event of the inability of Coach to continue to perform his obligations under this Employment Contract by reason of illness or some other occurrence beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a reasonable period of time, as determined by the aforementioned Athletics Director in his sole discretion, consistent with applicable law, this Employment Contract shall thereupon terminate. In the event of such termination, University shall pay to Coach within one month of termination, an amount equal to such supplemental compensation payments, if any, that may be due at the time of termination pursuant to paragraph 6 (Annual Supplemental Compensation) of the Contract Addendum. Pursuant to paragraph 7 (Final One-Time Supplemental Compensation) of the Contract Addendum, University shall also pay to Coach, within one month of the date of termination, an amount equal to the total amount of the annual supplemental compensation payments, if any, paid to Coach under this agreement prior to its termination.
10. In addition to and exclusive of the provisions of paragraphs 3, 8, and 9 of this Employment Contract, there is also reserved to both parties the right upon mutual written agreement to terminate this Employment Contract without cause at any time. The parties further agree that in the event the right to terminate pursuant to this paragraph is exercised, all liability ceases effective the date of termination.
11. In addition to and exclusive of the provisions of paragraphs 3, 8, 9, and 10 of this Employment Contract, there is also reserved to the University the right to terminate this Employment Contract without cause at any time. In the event the University terminates this agreement without cause pursuant to this paragraph, University shall continue to pay to Coach for the remainder of the term of this agreement, subject to reductions referenced below, base salary, camp compensation, and talent fee in such amounts as set forth in the Contract Addendum. University shall also pay to Coach within one month of the date of termination, an amount equal to such supplemental compensation payments, if any, that may be due at the time of termination pursuant to paragraph

6 (Annual Supplemental Compensation) of the Contract Addendum. Pursuant to paragraph 7 (Final One-Time Supplemental Compensation) of the Contract Addendum, University shall also pay to Coach, within one month of the date of termination, an amount equal to the total amount of the annual supplemental compensation payments, if any, paid to Coach under this agreement prior to its termination. The University shall not be liable to Coach for any University benefits which are not vested nor for any collateral business opportunities or other benefits associated with Coach's position as coach. The parties recognize that Coach has the duty to obtain other employment in mitigation of any damages he may sustain by virtue of the termination of this Employment Contract. It is expressly understood by the parties hereto that any payments so made to Coach will be reduced by any amounts received, or to be received at a later date, by Coach from other sources in and for rendition of services by Coach during the period of time in which Coach, pursuant to this Agreement would have been employed by the University if this contract had not been terminated. In the event Coach enters an employment agreement, or receives compensation during the period of time in which Coach, pursuant to this Agreement, would have been employed by the University if this contract had not been terminated, Coach shall promptly inform the University of the amounts of such compensation. Coach shall also promptly inform the University of such employment and of the amounts of compensation payable at a later date for duties performed during this period. The parties recognize that a termination of this Employment Contract by the University prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are difficult to determine with certainty. Accordingly, the parties agree to the liquidated damages, subject to mitigation, as provided in this section, as a fair measure of Coach's losses and as not a penalty.

12. In the event Coach breaches this Employment Contract by leaving employment prior to its end to coach at another non-Pac-10 NCAA I-A institution or at a professional level, Coach shall pay to the University in lieu of all other legal remedies liquidated damages in the amount defined in the Contract Addendum. The parties acknowledge that the University will incur substantial administrative, recruiting and resettlement costs and loss of ticket revenues, which damages are difficult to determine with certainty. Accordingly, the parties agree to the liquidated damage provided in this section, as a fair measure of the University's losses and not as a penalty. The provision of this paragraph shall be without prejudice to any right the University may have under the following paragraph.

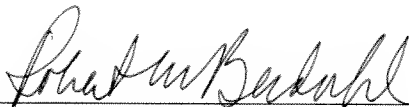
Coach acknowledges that during the term of employment by University he will gain confidential information concerning the University athletic program and that the use of this confidential information by a Pac-10 conference opponent would place the University's athletic program at a serious competitive disadvantage. Accordingly, Coach expressly promises and agrees not to engage in employment with another Pac-10 Conference school in any coaching capacity during the period of this agreement. In the event Coach breaches this Employment Contract by accepting coaching-related employment with any Pac-10 Conference school during the term of this agreement, Coach shall pay to the University liquidated damages in the amount defined in the Contract Addendum. Coach further agrees that the liquidated damages as defined in the above paragraph shall not be considered sufficient to fully mitigate against loss. Coach further agrees that because the services Coach is to render under this contract are of a special, unique, unusual, extraordinary and intellectual character which gives those services peculiar value, the loss to the University of which cannot be reasonably or adequately compensated in damages in an action of law, and because said breach would place University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from performing coaching-related services for any Pac-10 Conference school.

13. **COMPETITIVE SCHEDULING:** Coach shall have primary responsibility for developing the competitive schedule for the season. Final decisions concerning the competitive schedule will be made by the Athletic Director in consultation with Coach.
14. It is mutually understood that this Contract contains all of the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, unless referenced in the preceding paragraphs, regarding the subject matter of this Employment Contract shall be deemed to exist or to bind the parties hereto and that any modification, amendment, or addendum to this Employment Contract shall only be by written instrument signed by each party hereto.

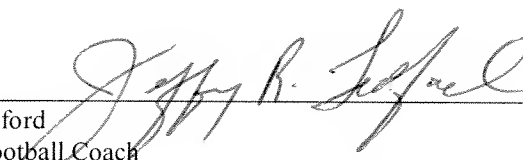
15. No provision or part of this agreement which shall prove to be invalid, void or illegal shall in any way affect, impair or invalidate any other provision or part, and such other provisions and part shall remain in full force and effect.
16. This Employment Contract is made and entered into in the State of California, and the laws of California shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this Employment Contract.

IN WITNESS WHEREOF, the parties hereto shall consider this Employment Contract to be effective upon obtaining signature as identified below and signature of the Oath of Allegiance and other documents as necessary.

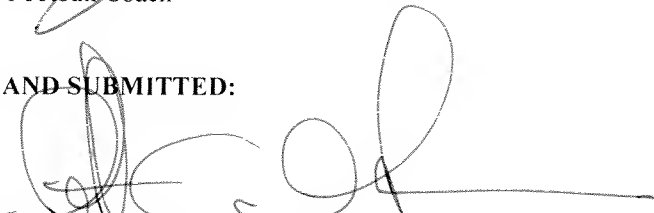
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By:  2/15/02
Robert M. Berdahl
Chancellor – University of California, Berkeley Date

HEAD FOOTBALL COACH:

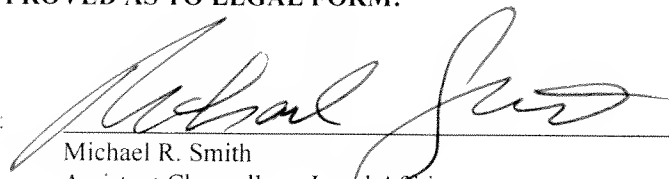
By:  2/12/02
Jeff Tedford
Head Football Coach Date

APPROVED AND SUBMITTED:

By: 
Stephen Gladstone
~~Athletics~~ Director of Athletics and Recreational Sports Date

By:  2/6/02
Horace Mitchell
Vice Chancellor – Business and Administrative Services Date

APPROVED AS TO LEGAL FORM:

By:  2/14/02
Michael R. Smith
Assistant Chancellor – Legal Affairs Date